

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 2 PAGES		
CONTRACT (Proc. Inst. Ident.) NO. <b>NAVMWR-13-C-0001</b>		3. EFFECTIVE DATE <b>29 November 2012</b>		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. <b>Golf Course CH Expansion N10-07</b>			
5. ISSUED BY <b>CNIC (Facilities and Acquisition) 5720 Integrity Drive, Building 457 Millington, TN 38055</b> <b>(b) (6)</b>		CODE <b>N944C1</b>	6. ADMINISTERED BY (If other than Item 5) CODE				
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) <b>Whitesell-Green, Inc. P.O. Box 2849 Pensacola, FL, 32513-2849</b> <b>(b) (6)</b>			8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)				
			9. DISCOUNT FOR PROMPT PAYMENT <b>Net 30</b>				
			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM 12				
11. SHIP TO/MARK FOR CODE		FACILITY CODE		12. PAYMENT WILL BE MADE BY CODE <b>N944S</b>			
				<b>CNIC (Facilities &amp; Acquisition) 5720 Integrity Drive, Bldg 457 Millington, TN 38055 Attn: Ms. S. Slatton (901) 874-6669</b>			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) (N/A) <input type="checkbox"/> 41 U.S.C. 253(c) (N/A)			14. ACCOUNTING AND APPROPRIATION DATA <b>See Legal Status Note &amp; Acctg. on Page 1a</b>				
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
	See Page B1 Line items 0001 and 0002	1	LS	\$1,486,000.00	\$1,486,000.00		
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					<b>\$ 1,486,000.00</b>		
<b>16. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1-2	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	1-70
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	1-2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	C1-C2	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	J1-J7
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	1-5		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	1-2		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	1-6		M	EVALUATION FACTORS FOR AWARD	
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	1-25				
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>3</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19. NAME AND TITLE OF SIGNED _____				20A. NAME OF CONTRACTING OFFICER _____			
<b>(b) (6)</b>				<b>(b) (6)</b>			
19B. NAME OF CONTRACTOR _____		19C. DATE SIGNED <b>12-4-12</b>		20B. _____		20C. DATE SIGNED <b>12-04-12</b>	
<b>(b) (6)</b>				<b>(b) (6)</b>			

PROJECT: Naval Air Station, Meridian, MS; Expansion of the Ponta Creek, Golf Clubhouse

1. This Contract incorporates the following documents:
  - a. Solicitation NAVMWR-12-R-0011 (Request for Proposal – RFP)
  - b. Amendment 0001 to the RFP dated 30 April 2012
  - c. Amendment 0002 to the RFP dated 11 May 2012
  - d. Amendment 0003 to the RFP dated 14 May 2012
  - e. Amendment 0004 to the RFP dated 08 August 2012
  - f. Amendment 0005 to the RFP dated 14 August 2012
  - g. Amendment 0006 to the RFP dated 11 September 2012
  - h. Amendment 0007 to the RFP dated 13 September 2012
  - i. Whitesell-Green, Inc., email dated 17 May 2012; 12:08 P.M. confirming Site Safety and Health Officer qualification requirements.
  - j. Whitesell-Green, Inc., Final Proposal Revision dated 26 September 2012
  - k. Whitesell-Green, Inc., email dated 06 November 2012, 8:19 A.M. accepting incorporation of the Buy American Act provisions with no change to their Final Proposal Revision of 26 September 2012.
2. The offeror's technical proposal including all amendments and clarifying data are incorporated by reference and made part of this contract.
3. Pursuant to the provisions of Department of Defense Directive 4105.67 dated May 2, 2001, the following authorities do not apply to this contract:
  - a. The Federal Acquisition Regulation (FAR),
  - b. The Department of Defense Federal Acquisition Regulation Supplement (DFAR);
  - c. Other DoD Component FAR Supplements;
  - d. Chapter 137 of Title 10 United States Code; and
  - e. The Small Business Act (Title 15 US Code Section 631-657c), as amended.
4. There may be references to the FAR throughout this contract; however, only the specific clause or provision cited applies. In addition, the clause or provision only applies to the extent and manner in which the solicitation states. Any FAR clause or provision cited shall have the same force and effect as if it were in full text in the contract. Any reference to the "Government" in applicable FAR clauses and provisions as discussed above shall be construed to mean the NAFI as it applies to this contract.
5. Block 14 continued: Accounting Data: N10-07-3-9 995 102, No Appropriated funds of the United States are obligated, due or payable under this contract. This is a Non-Appropriated Fund project.

**END OF SECTION A**

Whitesell-Green, Inc.

NAVMWR-12-R-0011  
Golf Course Clubhouse Expansion

NAS Meridian, MS

**SECTION B**

**PRICE SCHEDULE**

**GOLF COURSE CLUBHOUSE AND EXPANSION  
NAVAL AIR STATION (NAS) MERIDIAN, MISSISSIPPI**

ITEM NO.	DESCRIPTION	AMOUNT
0001	<b>Construction:</b> All pricing required to Upgrade and Expand the Golf Course Clubhouse, NAS Meridian, Mississippi as set forth herein, including all temporary facilities, site work, utilities, building construction, and the Contractor's cost for overhead and profit.	\$ 1,486,000.00 Lump Sum
0002	<b>Construction Time:</b> The number of calendar days after Limited Notice to Proceed (LNTP) for Upgrade and Expansion of the Golf Course Clubhouse described in CLIN 0001. Construction including normal weather days.	275 Days

**NOTES TO OFFEROR:**

A. No appropriated funds of the United States are obligated, due, or payable under the subsequent Contract awarded as result of this solicitation.

B. The Offeror as part of his proposal shall provide a breakdown of the lump sum price offered in CLIN 0001 of Section B of this RFP. The breakdown shall be prepared in sufficient detail to permit an analysis of (1) material; (2) labor; (3) equipment; (4) subcontract; and (5) overhead costs, as well as; (6) profit. Overhead and profit shall also be stated as a percentage of cost when the Contractor's own forces are used as well as when subcontractors' forces are engaged. These percentages of cost may be used to form a basis for overhead and profit rates to be included in any pricing for change orders issued after award.

C. The minimum detail required for the pricing breakdown will be a description of material or trade broken down by (1) quantity or number of labor hours; (2) unit prices; (3) total per each description; and (4) a grand total.

D. The pricing breakdown shall be prepared by division of work or by task. If by division,



## SECTION B

## PRICE SCHEDULE

GOLF COURSE CLUBHOUSE AND EXPANSION  
NAVAL AIR STATION (NAS) MERIDIAN, MISSISSIPPI

ITEM NO.	DESCRIPTION	AMOUNT
0001	<b>Construction:</b> All pricing required to Upgrade and Expand the Golf Course Clubhouse, NAS Meridian, Mississippi as set forth herein, including all temporary facilities, site work, utilities, building construction, and the Contractor's cost for overhead and profit.	\$ 1,486,000.00 Lump Sum
0002	<b>Construction Time:</b> The number of calendar days after Limited Notice to Proceed (LNTF) for Upgrade and Expansion of the Golf Course Clubhouse described in CLIN 0001. Construction including normal weather days.	275 Days

## NOTES TO OFFEROR:

- A. No appropriated funds of the United States are obligated, due, or payable under the subsequent Contract awarded as result of this solicitation.
- B. The Offeror as part of his proposal shall provide a breakdown of the lump sum price offered in CLIN 0001 of Section B of this RFP. The breakdown shall be prepared in sufficient detail to permit an analysis of (1) material; (2) labor; (3) equipment; (4) subcontract; and (5) overhead costs, as well as; (6) profit. Overhead and profit shall also be stated as a percentage of cost when the Contractor's own forces are used as well as when subcontractors' forces are engaged. These percentages of cost may be used to form a basis for overhead and profit rates to be included in any pricing for change orders issued after award.
- C. The minimum detail required for the pricing breakdown will be a description of material or trade broken down by (1) quantity or number of labor hours; (2) unit prices; (3) total per each description; and (4) a grand total.
- D. The pricing breakdown shall be prepared by division of work or by task. If by division,



NAVMWR-12-R-0011  
Golf Course Clubhouse Expansion

NAS Meridian, MS

references to tasks shall be included in line item description of breakdown or in a remarks column associated to each line item of the breakdown.

E. Failure to submit the required information may result in proposal being determined unacceptable to this RFP.

F. Project Construction Schedule: In addition to completing the time above, the Offeror shall provide with his proposal an outline for the construction in a schedule, prepared in accordance with "Volume One, Part One, Project Management Plan" of Section L-19-2.A of this RFP.

**END OF SECTION B**

references to tasks shall be included in line item description of breakdown or in a remarks column associated to each line item of the breakdown.

E. Failure to submit the required information may result in proposal being determined unacceptable to this RFP.

F. Project Construction Schedule: In addition to completing the time above, the Offeror shall provide with his proposal an outline for the construction in a schedule, prepared in accordance with "Volume One, Part One, Project Management Plan" of Section L-19-2.A of this RFP.

**END OF SECTION B**

## SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER  
UNDER DPAS (15 CFR 700)

RATING

PAGE OF PAGES

1 1A

2. CONTRACT NUMBER

3. SOLICITATION NUMBER

NAVMWR-12-R-0011

4. TYPE OF SOLICITATION

☐ SEALED BID (IFB)  
☒ NEGOTIATED (RFP)

5. DATE ISSUED

8 Aug 12

6. REQUISITION/PURCHASE NO.

N10-07

7. ISSUED BY

CODE

N944C1

8. ADDRESS OFFER TO (If other than Item 7)

Same as block 7. With:

(b) (6)

CNIC, Facilities And Acquisition

5720 Integrity Drive, Bldg 457

Millington, TN 38055

Phone: 901-(b) (6)

Fax: 901-(b) (6)

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

## SOLICITATION

9. Sealed offers in original and 1 copy for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in 7736 Killyhawk, Lassen Building 457, N944C1 until 11 a.m. local time 16 August 12.

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR  
INFORMATION  
CALL:

A. NAME

(b) (6)

B. TELEPHONE (NO COLLECT)

AREA CODE

901

(b) (6)

C. E-MAIL ADDRESS

(b) (6)

## 11. TABLE OF CONTENTS

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X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1-4	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	1-7
X	F	DELIVERIES OR PERFORMANCE	1-2			INSTRS., CONDS., AND NOTICES TO OFFERORS	1-10
X	G	CONTRACT ADMINISTRATION DATA	1-5	X	L		
X	H	SPECIAL CONTRACT REQUIREMENTS	1-24	X	M	EVALUATION FACTORS FOR AWARD	1-4

## OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT

(See Section I, Clause No 52.232-8)

10 CALENDAR DAYS

%

20 CALENDAR DAYS

%

30 CALENDAR DAYS

%

CALENDAR DAYS

%

14. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the  
SOLICITATION for offerors and related documents  
numbered and dated)

AMENDMENT NO.

0001

DATE

4-30-12

AMENDMENT NO.

0004

DATE

8-8-12

0002

5-11-12

0005

8-14-12

0003

5-14-12

0006 - 9-12-12

0007 - 9-13-12

15A. NAME  
AND  
ADDRESS  
OF  
OFFEROR

CODE 053002721

FACILITY 0CZG1

Whitesell-Green, Inc.  
P.O. Box 2849  
Pensacola, FL 32513-284916. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN  
OFFER (Type or print)

(b) (6)

15B. TELEPHONE NUMBER

AREA CODE

NUMBER

EXT

850

(b) (6)

☐ 15C. CHECK IF REMITTANCE  
ADDRESS IS DIFFERENT FROM  
ABOVE - ENTER SUCH ADDRESS IN  
SCHEDULE.

17. SIGNATURE

(b) (6)

18. OFFER DATE

09-26-2012

## AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN  
COMPETITION:☐ 10 U.S.C. 2304(c) ( )☐ 41 U.S.C. 253(c) ( )23. SUBMIT INVOICES TO ADDRESS  
SHOWN IN (4 copies unless otherwise specified)

ITEM

24. ADMINISTERED BY (If other than Item 7)

CODE

25. PAYMENT WILL BE MADE BY

CODE

26. NAME OF CONTRACTING OFFICER (Type or print)

27. UNITED STATES OF AMERICA

28. AWARD DATE

(Signature of Contracting Officer)

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusableSTANDARD FORM 33 (Rev. 9-97)  
Prescribed by GSA - FAR (48 CFR) 53.214(c)



(b) (6) CIV CNIC MILL DET, N9

From: (b) (6) CIV CNIC MILL DET, N9  
Sent: Tuesday, November 06, 2012 10:58 AM  
To: (b) (6) CIV CNIC MILL DET, N9  
Subject: FW: NAVMWR-12-R-0011 Safety Explanation Golf Clubhouse Renovation & Expansion  
Attachments: image001.jpg  
Signed By: (b) (6)

(b) (6)  
NAF Construction Contracting Section  
CNIC, Facilities and Acquisition Branch  
Millington, TN 38055  
(901) (b) (6) commercial phone  
DSN (b) (6)  
(901) (b) (6) commercial fax  
"FOR OFFICIAL USE ONLY - PRIVACY SENSITIVE - Any misuse or unauthorized disclosure can result  
~~in both civil and criminal penalties.~~"

-----Original Message-----

From: (b) (6) [mailto:(b) (6)]  
Sent: Thursday, May 17, 2012 12:08  
To: (b) (6) CIV CNIC MILL DET, N9  
Subject: NAVMWR-12-R-0011 Safety Explanation Golf Clubhouse Renovation & Expansion

(b) (6)

Just to confirm what we discussed over the phone regarding qualification for (b) (6)  
as SSHO.

(b) (6) Competency Certifications, as with all WGI Competency Certifications are updated PER site, ON site. WGI feels this serves the SSHO personnel on site a more thorough knowledge of SITE SPECIFIC safety hazards and is up to date and current per the job and is documented in our formal Safety Plan that will be submitted prior to work performed.

Example: (b) (6) recently was stationed at VOLAR Barracks which was a renovation project. He received competency safety training in scaffolds, trenching/excavation, rough-terrain forklift, and back-ho.

He also received in 2011, OSHA 10 HR, OSHA 30 HR, along with WGI yearly safety training.

Since being off VOLAR Barracks, he has gotten certified with the 40 HR EM385-1-1 Construction Safety Hazard Awareness training for Contractors, which also receives a 30HR updated OSHA training for this current year 2012.

I was mistaken over the phone for what Category (b) (6) should be.

He is a level 3, with some qualifications on track to be a level 4. (He should reach level 4 next year)

cid:image001.jpg@01CC2F5E.FA681C20

(b) (6)

Whitesell-Green, Inc.

Pensacola, Florida

Office: 850-(b) (6)

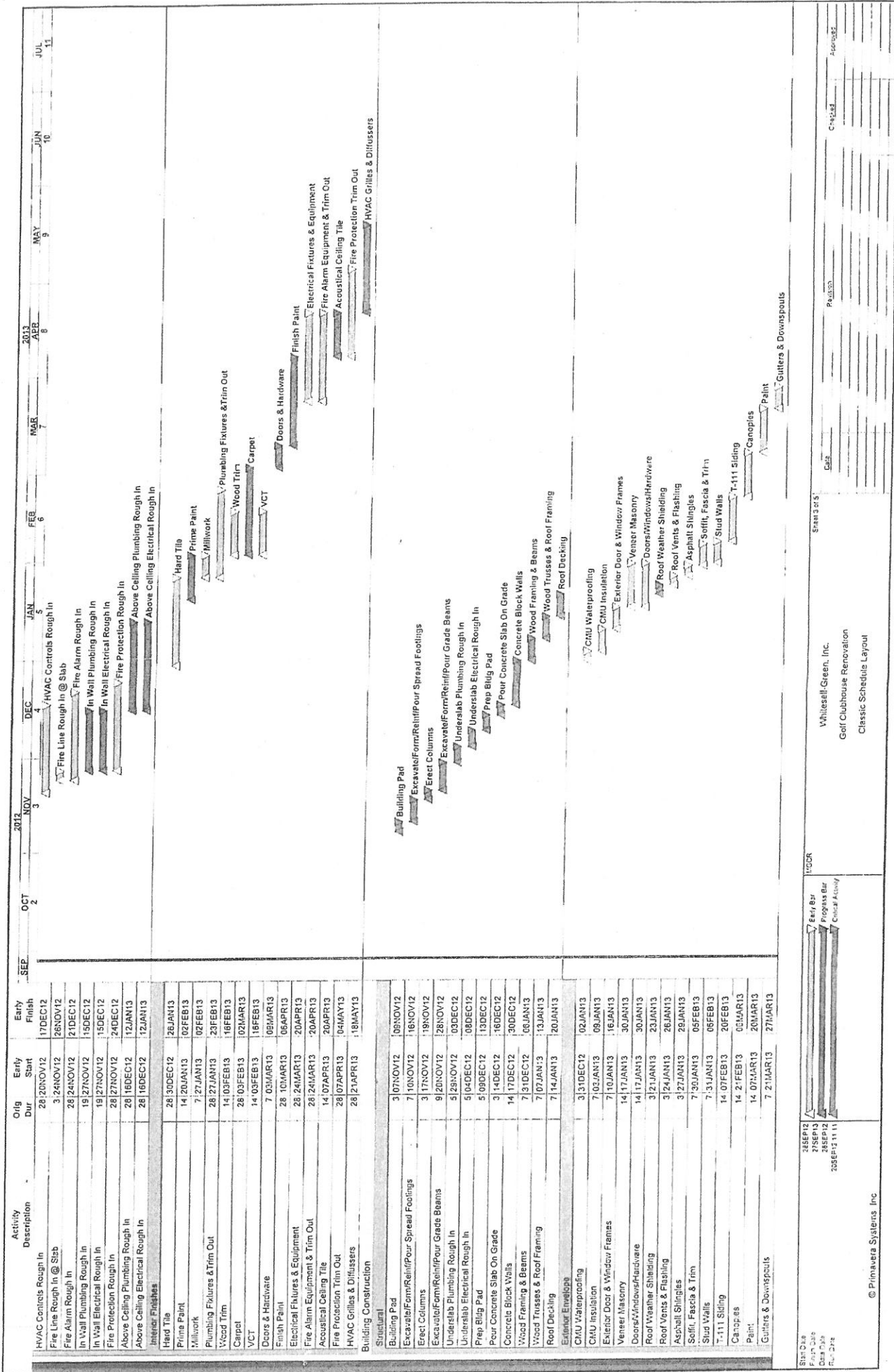
Fax: 850-(b) (6)

Cell: 850-(b) (6)

Activity Description		Orig	Early Start	Early Finish	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000
Major Milestones					01SEP12		02OCT12		03NOV12		04JAN13		23JAN13		30JUN13																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		



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Activity Description	Orig Dur	Early Start	Early Finish	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
Pipe Bollards		7/28MAR13	03APR13											
Concrete Walks		14/28MAR13	10APR13											
Demobilize Office/Temp Fence/SWP/Temp Road		14/21APR13	04MAY13											
Finish Grade / Mulch / Seed / Sod		14/21APR13	04MAY13											
<b>Project Closeout</b>														
<b>Inspections &amp; Testing</b>														
Exterior CQC Pre-final Inspections & Workoff		7/11APR13	17APR13											
Exterior Government Pre-final Insp & Workoff		3/06APR13	20APR13											
Pre-final CQC Inspection & Workoff		14/02JUN13	15JUN13											
HVAC Test & Balance		14/02JUN13	15JUN13											
Functional Test Kitchen Equipment		7/02JUN13	08JUN13											
Interior Gov't Pre-final Insp & Workoff		7/16JUN13	22JUN13											
Systems Pre-commissioning		7/16JUN13	22JUN13											
Electrical/Mass Nolt/FIA-Comm CQC Testing		7/16JUN13	22JUN13											
Electrical/Mass Nolt/FIA-Comm Gov'Testing		3/23JUN13	25JUN13											
Systems Commissioning		3/23JUN13	25JUN13											
Interior Final Inspection		3/26JUN13	26JUN13											
Exterior Final Inspection		1/26JUN13	26JUN13											
<b>Administrative</b>														
Initial Red Zone Meeting		1/07MAY13	07MAY13											
Submit Operation & Maintenance Data		30/09MAY13	06JUN13											
Submit As Built Drawings		1/22JUN13	27JUN13											
Submit Government Property Forms		1/22JUN13	27JUN13											
Close Out Environmental Permits		3/28JUN13	30JUN13											
User Training		2/28JUN13	30JUN13											

2012

SEP 2

OCT 2

NOV 3

DEC 4

JAN 5

FEB 6

MAR 7

APR 8

MAY 9

JUN 10

JUL 11

Pipe Bollards

Concrete Walks

Demobilize Office/Temp Fence/SWP/Temp Road

Finish Grade / Mulch / Seed / Sod

Exterior CQC Pre-final Inspections & Workoff

Exterior Government Pre-final Insp & Workoff

Pre-final CQC Inspection & Workoff

HVAC Test & Balance

Functional Test Kitchen Equipment

Interior Gov't Pre-final Insp & Workoff

Systems Pre-commissioning

Electrical/Mass Nolt/FIA-Comm CQC Testing

Electrical/Mass Nolt/FIA-Comm Gov'Testing

Systems Commissioning

Interior Final Inspection

Exterior Final Inspection

Initial Red Zone Meeting

Submit Operation & Maintenance Data

Submit As Built Drawings

Submit Government Property Forms

Close Out Environmental Permits

User Training

Demobilize Office/Temp Fence/SWP/Temp Road

Finish Grade / Mulch / Seed / Sod

Concrete Walks

Pipe Bollards

Exterior CQC Pre-final Inspections & Workoff

Exterior Government Pre-final Insp & Workoff

Pre-final CQC Inspection & Workoff

HVAC Test & Balance

Functional Test Kitchen Equipment

Interior Gov't Pre-final Insp & Workoff

Systems Pre-commissioning

Electrical/Mass Nolt/FIA-Comm CQC Testing

Electrical/Mass Nolt/FIA-Comm Gov'Testing

Systems Commissioning

Interior Final Inspection

Exterior Final Inspection

Initial Red Zone Meeting

Submit Operation & Maintenance Data

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User Training

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Finish Grade / Mulch / Seed / Sod

Concrete Walks

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Exterior Government Pre-final Insp & Workoff

Pre-final CQC Inspection & Workoff

HVAC Test & Balance

Functional Test Kitchen Equipment

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Demobilize Office/Temp Fence/SWP/Temp Road

Finish Grade / Mulch / Seed

Whitesell-Green, Inc.

PONTA CREEK GOLF CLUBHOUSE  
NAS MERIDIAN - MERIDIAN, MISSISSIPPI  
SOLICITATION NUMBER: NAVMWR-12-R-0011

COST BREAKDOWN BY DIVISION

DIVISION 1 - GENERAL REQUIREMENTS

01010 SUMMARY OF WORK  
01040 COORDINATION  
01045 CUTTING AND PATCHING  
01050 FIELD ENGINEERING  
01200 PROJECT MEETINGS  
01300 SUBMITTALS  
01320 PROJECT MANAGEMENT AND COORDINATION  
01500 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS  
01740 WARRANTIES

\$ 321,000<sup>00</sup>

DIVISION 2 - SITE CONSTRUCTION

02050 CONSTRUCTION STAKING  
02070 SELECTIVE DEMOLITION  
02200 EXCAVATION AND BACKFILL  
02221 CRUSHED STONE AND GRAVEL  
02230 SITE CLEARING  
02270 SLOPE PROTECTION AND EROSION CONTROL  
02300 EARTHWORK  
02361 TERMITE CONTROL  
02751 CEMENT CONCRETE PAVEMENT  
02930 VEGETATION

\$ 58,000<sup>00</sup>

DIVISION 3 - CONCRETE

03100 CONCRETE FORMWORK  
03200 CONCRETE REINFORCEMENT  
03300 CAST-IN-PLACE CONCRETE

\$ 83,000<sup>00</sup>

DIVISION 4 - MASONRY

04220 CONCRETE UNIT MASONRY  
04810 UNIT MASONRY ASSEMBLIES

\$ 49,000<sup>00</sup>

Whitesell-Green, Inc.

PONTA CREEK GOLF CLUBHOUSE  
NAS MERIDIAN - MERIDIAN, MISSISSIPPI  
SOLICITATION NUMBER: NAVMWR-12-R-0011

COST BREAKDOWN BY DIVISION

DIVISION 5 - METALS

05120 STRUCTURAL STEEL  
05500 METAL FABRICATIONS  
05810 EXPANSION JOINT COVER ASSEMBLIES

\$ 88,000<sup>00</sup>

DIVISION 6 - WOOD AND PLASTICS

06100 ROUGH CARPENTRY  
06112 FRAMING AND SHEATHING  
06181 GLUE LAMINATED STRUCTURAL UNITS  
06193 PLATE CONNECTED WOOD TRUSSES  
06200 FINISH CARPENTRY  
06402 INTERIOR ARCHITECTURAL WOODWORK

\$ 83,000<sup>00</sup>

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07160 BITUMINOUS DAMPPROOFING  
07210 BUILDING INSULATION  
07311 ASPHALT SHINGLES  
07610 SHEET METAL ROOFING  
07620 SHEET METAL FLASHING AND TRIM  
07920 JOINT SEALANTS

\$ 28,000<sup>00</sup>

DIVISION 8 - DOORS AND WINDOWS

08110 STEEL DOORS AND FRAMES  
08211 FLUSH WOOD DOORS  
08410 ALUMINUM ENTRANCES AND STOREFRONTS  
08712 DOOR HARDWARE (SCHEDULED BY DESCRIBING PRODUCTS)  
08800 GLAZING  
08801 SECURITY GLAZING

\$ 92,000<sup>00</sup>

DIVISION 9 - FINISHES

09255 GYPSUM BOARD ASSEMBLIES  
09310 CERAMIC TILE  
09511 ACOUSTICAL PANEL CEILINGS  
09681 CARPET (TILE)  
09900 PAINTING

\$ 102,000<sup>00</sup>



Whitesell-Green, Inc.

PONTA CREEK GOLF CLUBHOUSE  
NAS MERIDIAN - MERIDIAN, MISSISSIPPI  
SOLICITATION NUMBER: NAVMWR-12-R-0011

COST BREAKDOWN BY DIVISION

DIVISION 10 - SPECIALTIES

10155 TOILET COMPARTMENTS  
10300 MANUFACTURED ELECTRIC FIREPLACES  
10425 SIGNS  
10520 FIRE-PROTECTION SPECIALTIES  
10801 TOILET AND BATH ACCESSORIES

\$ 40,000<sup>00</sup>

DIVISION 11 - EQUIPMENT

11400 FOOD SERVICE EQUIPMENT  
FOOD SERVICE EQUIPMENT SCHEDULE / SPECIFICATIONS

\$ 147,000<sup>00</sup>

DIVISION 15 - MECHANICAL

15000 MECHANICAL - GENERAL  
15052 BURIED PIPING INSTALLATION  
15064 REINFORCED CONCRETE PIPE  
15100 BASIC PIPING  
15120 VALVES  
15210A VIBRATION ISOLATION  
15220 MECHANICAL SUPPORTING SYSTEMS  
15230 MECHANICAL IDENTIFICATION  
15250 MECHANICAL SYSTEMS INSULATION  
15270C HVAC TESTING, BALANCING, AND ADJUSTING  
15310 NATURAL GAS  
15410 DOMESTIC WATER  
15420 SOIL AND WASTE  
15450 PLUMBING FIXTURES  
15530 HVAC CONTROLS  
15600 HVAC EQUIPMENT  
15800 HVAC SHEET METAL  
15900 FIRE PROTECTION - GENERAL  
15910 SPRINKLER SYSTEMS  
15940 UNDERGROUND FIRE PROTECTION SYSTEM  
15950 HYDRAULIC CALCULATIONS

\$ 235,000<sup>00</sup>

Whitesell-Green, Inc.

PONTA CREEK GOLF CLUBHOUSE  
NAS MERIDIAN - MERIDIAN, MISSISSIPPI  
SOLICITATION NUMBER: NAVMWR-12-R-0011

COST BREAKDOWN BY DIVISION

DIVISION 16 -ELECTRICAL

\$ 160,000<sup>00</sup>

16060 GROUNDING AND BONDING

16073 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

16075 ELECTRICAL IDENTIFICATION

16120 CONDUCTORS

16130 RACEWAYS AND BOXES

16140 WIRING DEVICES

16410 ENCLOSED SWITCHES AND CIRCUIT BREAKERS

16442 PANELBOARDS

16500 LIGHTING

16720 DIGITAL, ADDRESSABLE FIRE ALARM SYSTEM

DIVISIONS 1- 16

TOTAL \$ 1,486,000<sup>00</sup>

**SECTION D**

**PACKAGING AND MARKING**

**THIS SECTION NOT USED**

**END OF SECTION D**

## **SECTION E**

### **INSPECTION AND ACCEPTANCE**

- E-1 Inspection Of Construction
- E-2 Pre-Final And Final Inspection
- E-3 Inspection Of Services



## **E-1 INSPECTION OF CONSTRUCTION**

- A. Definition: "Work" including (but not limited to) materials, workmanship, and manufacture and fabrication of components.
- B. The Contractor shall maintain an adequate inspection system and perform such inspections as shall ensure that the work performed under this Contract conforms to Contract requirements. The Contractor shall maintain complete inspection records and make them available to the Non Appropriated Fund Instrumentality (NAFI). All work shall be conducted under the general direction of the Contracting Officer (KO) and is subject to NAFI inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.
- C. NAFI inspections and tests are for the sole benefit of the NAFI and do not:
  - 1. Relieve the Contractor of responsibility for providing adequate quality control measures.
  - 2. Relieve the Contractor of responsibility for damage to or loss of the material before acceptance.
  - 3. Constitute or imply acceptance.
  - 4. Affect the continuing rights of the NAFI after acceptance of the completed work under Part I below.
- D. The presence or absence of a NAFI or Government inspector does not relieve the Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specification without the KO's written authorization.
- E. The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the KO. The NAFI may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The NAFI shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full-size, and performance tests shall be performed as described in the Contract.
- F. The Contractor shall, without charge, replace or correct work found by the NAFI not to conform to Contract requirements, unless in the public interest the NAFI

consents to accept the work with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

- G. If the Contractor does not promptly replace or correct rejected work, the NAFI may:
  - 1. By Contract or otherwise, replace or correct the work and charge the cost to the Contractor.
  - 2. Terminate for default the Contractor's right to proceed.
- H. If before acceptance of the entire work, the NAFI decides to examine already completed work by moving it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material for such effort. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet Contract requirements, the KO shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- I. Unless otherwise specified in the Contract, the NAFI shall accept, as promptly as practicable after completion and inspection, all work required by the Contract or that portion of the work the KO determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the NAFI's rights under any warranty or guarantee.

## **E-2 PRE-FINAL AND FINAL INSPECTION**

### **A. Pre-Final Inspection:**

- 1. In addition to the requirements in Part E-1 above of this Request for Proposal (RFP), the KO or his authorized representative and technical representatives will jointly conduct a pre-final inspection prior to a final inspection of the facility.
- 2. The Contractor shall notify the Contracting Officer in writing when the entire project has been inspected by his design team and the project is ready for the Contracting Officer or his authorized representative to conduct a pre-final inspection. With this notification, the Contractor shall prepare and submit a list of items to be corrected or completed.

3. Upon completion of the pre-final inspection, the KO will transmit a punch list report to the Contractor listing discrepancies requiring correction or completion and establishing a date for the final inspection. Upon receipt of the punch list, the Contractor shall advise within seven days the KO of any questions that he or any of his subcontractors may have concerning the requirements of the report.

B. Final Inspection:

1. When all pre-final inspection discrepancies have been corrected, the Contractor shall submit a written request for final inspection to the KO at least 14 days before the desired date of inspection.
2. The KO or his authorized representative will conduct the final inspection with his Technical Representative(s), the Contractor with any needed subcontractor, and any needed subcontractor to determine whether the project can be finally accepted upon written notice from the Contractor that the re-inspection punch list items are complete.

C. Re-Inspection:

1. If, upon the first re-inspection, it is found that punch list items or other discrepancies are not sufficiently complete that the project can be finally accepted, the Contractor shall be responsible for the NAFI's costs for additional technical services for preparation of a new punch list and any subsequent re-inspection prior to final acceptance. The NAFI's costs for additional services will be charged to the Contractor through an appropriate change order to recover applicable reimbursable expenses for activities involved in the re-inspection, this is including (but not limited to) A-E expenses incurred by the NAFI.
2. Upon written notice from the Contractor that the re-inspection punch list items are complete, the KO or his authorized representative will conduct the final inspection to verify that the discrepancies have been completed and determine whether the project can be finally accepted.

### **E-3 INSPECTION OF SERVICES**

- A. The Contractor shall provide and maintain an inspection system acceptable to the NAFI covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the NAFI during Contract performance and for as long afterwards as the Contract requires.
- B. The NAFI has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The NAFI shall perform inspections and tests in a manner that will not unduly delay the work.
- C. If the NAFI performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- D. If any of the services do not conform to Contract requirements, the NAFI may require the Contractor to perform the services again in conformity with Contract requirements at no increase in Contract amount. When the defects in services cannot be corrected by re-performance, the NAFI may:
  - 1. Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements.
  - 2. Reduce the Contract price to reflect the reduced value of the services performed.
- E. If the Contractor fails to perform promptly the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, the NAFI may:
  - 1. By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by the NAFI that is directly related to the performance of such service.
  - 2. Terminate the Contract for default.

**END OF SECTION E**

**SECTION F**

**DELIVERIES OR PERFORMANCE**

- F-1 Completion Time
- F-2 Liquidated Damages
- F-3 Performance Evaluation Of The Contractor



## **F-1 COMPLETION TIME**

The Contractor shall complete the work within the proposed time periods as outlined in Section B of the Contractor's Proposal as accepted and agreed to by the NAFI.

## **F-2 LIQUIDATED DAMAGES**

- A. If the Contractor fails to complete the work within the time specified in the Contract, or any extension, the Contractor shall pay liquidated damage to the Non Appropriated Fund Instrumentality (NAFI) in the amount of **\$383.19 (three hundred eighty-three dollars and nineteen cents)** for each calendar day of delay until the work is completed and accepted.
- B. If the NAFI terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of re-procurement under the Termination clause.

## **F-3 PERFORMANCE EVALUATION OF THE CONTRACTOR**

- A. As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during Contract performance when determined to be in the best interest of the NAFI.
- B. The Contractor will be rated outstanding, above satisfactory, satisfactory, marginal, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised of any unsatisfactory rating in the overall rating, and any overall comments will be made a part of the official record. Performance evaluation reports will be available to all Department of Defense (DoD) Contracting Offices for their future use in determining Contractor responsibility.

**END OF SECTION F**

**SECTION G**

**CONTRACT ADMINISTRATION DATA**

- G-1 Address For Payment
- G-2 Invoices And Payments
- G-3 Contract Administration
- G-4 Mandatory Information For Electronic Funds Transfer
- G-5 EFT Vendor Payment Enrollment Form
- G-6 Contracting Officer's Representative Designation
- G-7 Retainage Statement

**G-1 ADDRESS FOR PAYMENT**

- A. Contractor is requested to indicate below the address to which payment should be mailed, if such address is different from the one shown on page one (SF33) of this contract.

(Name): \_\_\_\_\_  
(Street Address): \_\_\_\_\_  
(City, State, Zip): \_\_\_\_\_  
(Area Code)(Telephone Number): \_\_\_\_\_

**G-2 INVOICES AND PAYMENTS**

Progress payments to the Contractor are authorized on a monthly basis in accordance with Section I, Contract Clause entitled Prompt Payment for Construction Contracts. The Contractor shall submit the following itemized applications for payment, using AIA Form G-702 and G-703.

- (a) The two originals and one copy to:

**CNIC, Facilities and Acquisition**  
**Attn: Resource Manager**  
**5720 Integrity Drive**  
**Millington, TN 38055**

- (b) One copy shall be furnished to the Project Manager during the Design phase:

(b) (6)  
**CNIC, Facilities and Acquisition**  
**Phone: (901) (b) (6)**  
**Mobile: (901) (b) (6)**  
**5720 Integrity Drive**  
**Millington, TN 38055**

- (c) One copy shall be furnished to the Contracting Officer's Representative during the Construction phase:

(b) (6) **NAVFAC SE**  
**427 Allen Road**  
**NAS Meridian, MS 39309**  
**(601) (b) (6)**

### G-3 CONTRACT ADMINISTRATION

- A. Contracting Officer: This contract will be administered by a Contracting Officer assigned to the Commander, Navy Installations Command, Code N944C.
- B. Contracting Officer's Authority: The Contracting Officer is the only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any provision contained elsewhere in this contract, said authority remains solely with the Contracting Officer. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The name and address of the Contracting Officer is as follows:

(b) (6)  
NIC, Facilities and Acquisition (N944C1)  
5720 Integrity Drive, Bldg 457  
Millington, TN 38055  
Comm: 901 (b) (6)  
DSN: 882 (b) (6)  
FAX: 901 (b) (6)  
E-mail: (b) (6)

- C. Contracting Officer's Representative: The Contracting Officer may designate one (1) or more Contracting Officer's Representative(s) (COR) for the purpose of surveillance of the contractor's quality control and assurance activities for work being performed under this contract. No inspector or COR is authorized to change the terms and conditions of this contract or any provision of the specifications nor shall the presence or absence of an inspector or COR relieve the Contractor from any requirements of the contract.

### G-4 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER

- A. Method of Payment. All payments by the NAFI under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (b) of this clause.
- B. Exceptions to the EFT are as follows:
1. Contracts awarded to companies located OCONUS
  2. Contracts denominated or paid in other than U.S. currency

3. Classified contracts when such payments would compromise national security
  4. Contracts executed by deployed Contracting Officers in the course of military operations
  5. Contracts executed by any Contracting Officer in the course of emergency operations, e.g., responses to natural disaster or national or civil emergencies
- C. Mandatory submission of Contractor's EFT information
1. The contractor is required to provide the payment office with information required to make payment by EFT on form in Section J.
  2. Any changes to the contractor's original information, to include the closure of account, must be provided to the payment office at least 30 days prior to the effective date of payment
- D. Mechanisms for EFT payment. The NAFI may make payments by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association.
- E. Suspension of payment
1. The NAFI is not required to make any payment under this contract until after receipt by the designated office of the correct EFT payment information from the contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
  2. If the EFT information changes, the NAFI shall begin using the new information no later than 30 days after receipt by the designated office. However, the contractor may request that no further payments be made until the payment office implements the updated EFT information. If such suspension would result in a late payment under the prompt payment terms of this contract, the contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.
- F. Liability for uncompleted or erroneous transfers.
1. If an uncompleted or erroneous transfer occurs because the NAFI used the contractor's EFT information incorrectly, the NAFI remains responsible for



- a. Making a correct payment;
  - b. Paying any prompt payment penalty due; and
  - c. Recovering any erroneously directed funds.
2. If an uncompleted or erroneous transfer occurs because the contractor's EFT information was incorrect, and
  - a. If the funds are no longer under the control of the payment office, the NAFI is deemed to have made payment and the contractor is responsible for recovery of any erroneously directed funds; or
  - b. If the funds remain under the control of the payment office, the NAFI shall not make payment and the provisions of paragraph (c)(2) shall apply.
- G. EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if the date specified for settlement of the payment is on or before the prompt payment due date.
- H. EFT and assignment of claims. If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (c) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor.
- I. Liability for change of EFT information by financial agent. The NAFI is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

#### **G-5 EFT VENDOR PAYMENT ENROLLMENT FORM**

It is mandatory that the awarded contractor complete and return the form in Section J, for electronic deposits. The contractor is not required to provide the signature of the official nor the title of the official on the form. For more detailed information, please call Resource Manager, (901) (b) (6).

**G-6 CONTRACTING OFFICER'S REPRESENTATIVE DESIGNATION:**

(b) (6) *NAVFAC SE*  
*427 Allen Road*  
*NAS Meridian, MS 39309*  
(601) (b) (6)

**G-7 RETAINAGE STATEMENT**

The NAFI will retain 10% of all application for payments for design and construction until final inspection. Once all punch list items are completed including delivery of complete Operation and Maintenance Manual and As-Built Drawings, the Contractor may invoice for the final release of the monies being retained on this project.

**END OF SECTION G**

## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

- H-1 Statement Of Intent
- H-2 Time Extensions For Unusually Severe Weather
- H-3 Project Signage
- H-4 Bulletin Board
- H-5 Scheduled Outages
- H-6 Contractor's Area Use Plan
- H-7 Construction Debris Removal And Disposal
- H-8 Coordination Conferences
- H-9 Contractor Maintenance
- H-10 Required Insurance
- H-11 Physical Data
- H-12 Responsibility Of The Contractor
- H-13 Design Discrepancies - **Not Applicable**
- H-14 Safety
- H-15 Archaeological Findings During Construction
- H-16 Record (As-Built) Drawings
- H-17 Rights In Shop Drawings
- H-18 Nafi Rights (Unlimited) In Data -- Special Works
- H-19 Inventory Of Installed Equipment
- H-20 Extended Warranties
- H-21 Schedule Of Values For Installed Fixtures And Furnishings - **Not Applicable**
- H-22 Operation And Maintenance Data
- H-23 Systems Demonstration
- H-24 Contractor Prepared Progress Schedule
- H-25 Base Access
- H-26 Contractor Quality Control And Quality Assurance
- H-27 Contractor Submittal Requirements After Award
- H-28 Key Personnel
- H-29 Products And Substitutions
- H-30 Transfer And Acceptance Of Military Real Property (DD FORM 1354)

## **H-1 STATEMENT OF INTENT**

It is the declared and acknowledged intention to obtain a complete and useable, aesthetically pleasing facility as described herein. The facility is to be of standard commercial quality, which will operate efficiently and remain free of unreasonable failure and defects throughout its intended life span. This is a Navy Non-Appropriated Fund (NAF) procurement and is not funded by any Appropriated Funds of the United States. No appropriated funds of the United States shall be obligated, due, or payable as a result of this Contract.

## **H-2 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER**

This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the Contract clause entitled "Default (Fixed-Price Construction)." The Contractor shall ensure that the project schedule allows for normal weather patterns in the geographic area in which the work shall be performed. The National Oceanic and Atmospheric Administration (NOAA) may provide some information for the geographic location of the project and usual weather patterns. Unless the Contractor can prove to the Contracting Officer's (KO's) satisfaction that extreme unusual weather patterns were encountered during the construction phases of the project and that this extremely unusual weather could not reasonably have been expected to occur or avoided, claims for weather related delays will not be approved.

## **H-3 PROJECT SIGNAGE**

The Contractor shall furnish and install a project sign at the location selected by the KO or the duly appointed representative. The sign layout shall be in accordance with the graphic format provided in Section J of this Request for Proposal (RFP).

## **H-4 BULLETIN BOARD**

Immediately upon the beginning of work under this Contract, the Contractor shall provide at the job site a weatherproof glass covered bulletin board for displaying the fair employment poster, wage rates, and safety bulletins and posters. Emergency telephone numbers and reporting instructions for ambulance, physician, hospital, fire, and police shall be posted. The bulletin board shall be located in a conspicuous place easily accessible to all workers at the job site, including the public. Legible copies of the aforementioned data shall be displayed until all work under the Contract is completed.

## **H-5 SCHEDULED OUTAGES**

- A. All outages including (but not limited to) utility interruptions and road closures shall be as short in duration as possible and shall be requested by the Contractor in writing, as far in advance as possible with the Contracting Officer's Representative (COR). In no case shall scheduling occur less than 15 days prior to the required outage. The Contractor shall obtain required utility outage request forms from the COR and the Contractor shall include the following:
1. Type of utility, access or service to be disrupted
  2. Areas and/or facilities affected
  3. Expected duration of outage
  4. Date of proposed outage
  5. Names of authorized personnel
  6. Point of contact and telephone numbers
- B. The Contractor shall obtain in writing from the COR a statement of schedule, giving the permissible times of outages for particular installations or activities and the maximum time allowed for each outage. Any utility outage expected to exceed one hour in duration shall be scheduled for the weekend (Saturday and Sunday) and shall not exceed six hours in duration. Any utility outage scheduled during the week (Monday through Friday) shall not exceed one hour in duration. No outage shall occur until written approval is received from the KO. The Contractor shall strictly observe such schedules and will be held responsible for any violations. The Contractor shall include with each outage request a list or bill of materials and equipment to be used during said outage. The Contractor shall be solely responsible for ensuring that all materials and equipment shall be on hand and ready for use during any scheduled outage.

## **H-6 CONTRACTOR'S AREA USE PLAN**

- A. The Contractor shall submit an Area Use Plan to the COR, for approval, within 30 days after receipt of Notice to Proceed (NTP). The Area Use Plan shall show the following:
1. Location of Contractor sheds and trailers
  2. Location of all Contractor storage areas



3. Location of Contractor staging areas
4. Temporary utility tie-ins
5. Location of required Contractor security fencing
6. Required telephone service and locations

#### **H-7 CONSTRUCTION DEBRIS REMOVAL AND DISPOSAL**

The construction refuse materials shall be disposed of off the installation in a manner that meets all federal, state and local legal requirements. Disposal of construction refuse material is the obligation of the Contractor and neither the installation nor any of the Navy refuse disposal resources shall be used. The Contractor is responsible for the removal of all refuse and packing materials in Contractor provided dumpsters or trucks. Government dumpsters shall not be used by the Contractor, contractor employees, or subcontractors at any time.

#### **H-8 COORDINATION CONFERENCES**

Routine coordination conferences will be scheduled by the KO or the duly appointed KO's representative throughout the life of this Contract. Coordination conferences will be held to discuss contract administration, Contractor Quality Control (CQC), phasing, scheduling, and other aspects relating to this construction. The Contractor shall send a qualified representative to be present at each of these meetings.

#### **H-9 CONTRACTOR MAINTENANCE**

At the end of each working day, the Contractor shall police the work area and the area immediately surrounding the work area of all work-related debris. The Contractor shall comply with all applicable safety requirements and shall conduct his operations in a manner to ensure an accident-free environment. Stacked materials shall not be within 25 feet of an active roadway.

#### **H-10 REQUIRED INSURANCE**

- A. In accordance with "Insurance Work on a Government Installation" of Section I-19 of this RFP, the Contractor shall procure and maintain during the entire period of his performance under this Contract the following types of insurance; in no less than the minimum amounts set forth herein:

1. Workman's Compensation and all occupational diseases: As required by state law

2. Employer's liability including all occupational diseases when not so covered in Workman's Compensation above: \$100,000 per accident
  3. General Liability (Comprehensive Bodily Injury and Property Damage): \$2,000,000
  4. Automobile Liability (Comprehensive)
    - a. Bodily injury per person: \$200,000
    - b. Bodily injury per occurrence: \$500,000
    - c. Property damage per accident: \$20,000
- B. The Contractor shall be fully responsible to the Non-Appropriated Fund Instrumentality (NAFI) for his associates, subcontractors and its professional consultant's work under this Contract.
- C. Each certificate of insurance shall list the NAFI, which is a party to this Contract as an additionally insured party. Prior to the commencement of work hereunder, the Contractor shall furnish to the KO a certificate of written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interest of the NAFI in such insurance shall not be effective for such period as may be prescribed by the laws of the state in which this Contract is to be performed and in no event less than 30 days after written notice thereof to the KO.

## H-11 PHYSICAL DATA

Data and information furnished or referred to below are furnished for the Contractor's information. The NAFI will not be responsible for and interpretation or conclusion drawn from the data or information provided to the Contractor.

- A. Physical conditions when indicated on the Drawings and in the Specifications are the result of the Architect's efforts.
- B. Weather Conditions: The Contractor shall make his own investigations as to weather conditions at the site. Data may be obtained from various National Weather Service offices located generally at airports of principal cities. Historical data for all areas may be obtained from the U.S. Department of Commerce. The Contractor should check with the office nearest to the project work site. NOAA may also have useful information for the Contractor's consideration.

- C. Transportation Facilities: Access ways shall be investigated by the Contractor to satisfy their existence and allowable use by the Contractor.

#### **H-12 RESPONSIBILITY OF THE CONTRACTOR**

- A. This is a construction project.
- B. The Contractor shall be responsible for the execution of the dimensions and quantities of the work shown on the Drawings and Specifications.
- C. Neither the NAFI's review, approval or acceptance of, nor payment for, any of the construction required under this Contract shall be construed to operate as a waiver of any rights under this Contract.
- D. The presence of NAFI personnel will not relieve the Contractor of any responsibility nor will it infer acceptance or approval from full compliance with Contract provisions.

#### **H-13 DESIGN DISCREPANCIES**

Not applicable.

#### **H-14 SAFETY**

- A. The Contractor shall comply with Occupational Safety and Health Act (OSHA) Standards for construction of this facility and the latest edition of the US Army Corps of Engineers' SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1. Safety and Occupational Health Requirements shall be per UFGS 01525, modified to state that the Site Safety and Health Officer (SSHO) cannot be the site superintendent. The SSHO shall meet the Level Three requirements, with competent person status for fall protection, scaffolding, hazardous energy, and cranes. See "Accident Prevention, Fire Protection, and Sanitation" of Section I-35 and Part E.1.a.5, "Safety Requirements" of "Construction Requirements" of Section C-1 of this RFP.
- B. The Contractor shall within 15 days and prior to the commencement of construction provide the COR a comprehensive Construction Safety Plan to cover all safety requirements associated with this project. Include in the Safety Plan the name of the individual responsible for daily safety inspections and taking corrective action.
- C. The Safety Plan shall include a list of all hazardous chemicals and their Material Safety Data Sheets (MSDS) that will be used during construction.

- D. The Safety Plan shall include a list of all hazardous waste (defined in 40 CFR, Part 261) and estimated quantities that will be generated during the work of this project. Include contact information and certifications for the organizations that will transport and dispose of hazardous wastes generated. If the Contractor determines that no hazardous waste will be generated during the work of this project, the Contractor shall include a statement to that effect with the Safety Plan.
- E. The Contractor's Construction Safety Plan for this project shall specifically address safety measures to be taken during connection operations for the sanitary sewer system. Coordinate with COR regarding known hazards associated with this operation and preventative measures to be taken.

#### H-15 ARCHAEOLOGICAL FINDINGS DURING CONSTRUCTION

There are no known archaeological remains at the project site. Should any skeletons, artifacts, or other archaeological remains be uncovered, the Contractor shall suspend operations at the site of discovery and continue operations in other areas. The Contractor shall notify the COR and the KO immediately of the finding. Included with the notification shall be a brief statement to the KO of the location and the findings. Should the discovery site require archaeological studies resulting in delays and/or additional work, the Contractor will be compensated by an adjustment under Section I of this RFP.

#### H-16 RECORD (AS-BUILT) DRAWINGS

- A. At least 14 days prior to the pre-final inspection, the Contractor shall prepare and submit to the KO two full size and three half size bound copies of the complete set of As-Built Project Drawings on bond paper, five copies of the Specifications in three ring binders, and five virus-free CDs of the electronic As-Built Drawings (in the latest version of AutoCAD) and Specifications (in latest version of MS Word) along with a PDF of the complete set of As-Built Drawings and Specifications. Documents shall be neatly marked to show an accurate "As-Built" record of construction. If the "As-Built" Drawings have to be redone as a result of the pre-final inspection, the Contractor shall prepare and submit new "As-Built" to the KO. **Final payment is contingent upon completion of the "As-Built" Drawings.**
  - 1. Changes and corrections entered on the documents shall be indicated by a lettered circle and noted as "Record Drawings" in the revision space provided. If no revisions or corrections are necessary on individual Drawings, insert the notation "Record Drawing - No Changes" in or below the revision block.
  - 2. Neatly mark Specifications to indicate names of products and manufacturers incorporated in the project.

- B. The Contractor shall carefully mark Drawings during construction to accurately locate elements that will be concealed when the project is completed. Contractor shall carefully measure and show dimensions of all concealed work including (but not limited to) piping, electrical services, and conduit.
- C. The As-Built Drawings shall also show the location and description of any utility lines or other installations known to exist within the construction area. The location and description of exterior utilities, including measured horizontal distances from utilities to permanent facilities/features shall be shown. Measurements shall be within an accuracy range of six-inches and shall be shown at sufficient points to permit easy location of utilities for future maintenance purposes. Measurements shall show all change-in-direction points and all surface and underground components (i.e., valves, manholes, drop inlets, cleanouts, meters, etc.). The general depth range of each underground utility line shall be shown (i.e., three-feet to four-feet depth, etc.). A complete description of all exterior utilities shall include the actual quantities, sizes, and materials.

#### **H-17 RIGHTS IN SHOP DRAWINGS**

- A. The term "Shop Drawings" for construction means Drawings, submitted by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a Construction Contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. The NAFI may obtain, duplicate, use, and disclose in any manner and for any purpose Shop Drawings developed and used in the performance of this Contract.
- B. This clause shall be included in all subcontracts hereunder at any tier.

#### **H-18 NAFI RIGHTS (UNLIMITED) IN DATA - SPECIAL WORKS**

- A. Definitions as used in this clause:
  - 1. "Data" means recorded information, regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to Contract administration, such as financial, administrative, cost or pricing, or management information.
  - 2. "Unlimited rights" means the rights of the NAFI to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

B. Allocation of Rights:

1. The NAFI shall have:

- a. Unlimited rights in all data delivered under this Contract, and in all data first produced in the performance of this Contract, except as provided in Part C, "Copyright" of "NAFI Rights (Unlimited) In Data -- Special Works" of Section H-18 of this RFP for copyright.
- b. The right to limit assertion of copyright in data first produced in the performance of this Contract, and to obtain assignment of copyright in that data, in accordance Part C.1, "Data First Produced in the Performance of this Contract" of "NAFI Rights (Unlimited) In Data -- Special Works" of Section H-18 of this RFP.
- c. The right to limit the release and use of certain data in accordance with Part D, "Release and Use Restrictions" of "NAFI Rights (Unlimited) In Data -- Special Works" of Section H-18 of this RFP.

2. The Contractor shall have, to the extent permission is granted in accordance with Part C.1, "Copyright" of "NAFI Rights (Unlimited) In Data -- Special Works" of Section H-18 of this RFP, the right to assert claim to copyright subsisting in data first produced in the performance of this Contract.

C. Copyright:

1. Data first produced in the performance of this Contract.

- a. Claim to Copyright: The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this Contract without prior written permission of the KO. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of NAFI sponsorship (including Contract number) to the data when delivered to the NAFI, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor shall grant to the NAFI, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data enabling the NAFI or others on behalf of the NAFI to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly.



- b. If the NAFI desires to obtain copyright in data first produced in the performance of this Contract and permission has not been granted as set forth in Part C.1.a, "Data First Produced in the Performance of this Contract" of "NAFI Rights (Unlimited) In Data -- Special Works" of Section H-18 of this RFP, the KO shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the NAFI or its designated assignee.
    - c. The Contractor, for a period of three years after completion of the Contract/Project, agrees to furnish the original or copies of all such works on the request of the KO.
  - 2. Data not first produced in the performance of this Contract:
    - a. The Contractor shall not, without prior written permission of the KO, incorporate in data delivered under this Contract any data not first produced in the performance of this Contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the NAFI, or acquires on its behalf, a license of the same scope as set forth in Part C.1, "Data first produced in the performance of this Contract" of "NAFI Rights (Unlimited) In Data -- Special Works" of Section H-18 of this RFP.
- D. Release and Use Restrictions: Except as otherwise specifically provided for in this Contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this Contract, nor authorize others to do so, without written permission of the KO.
- E. Indemnity. The Contractor shall indemnify the NAFI and its officers, agents, and employees acting for the NAFI against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this Contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the NAFI provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the NAFI and incorporated in data to which this clause applies.

## **H-19 INVENTORY OF INSTALLED EQUIPMENT**

A list of equipment or units of equipment that require electrical power or fuel, or may require removal or replacement, such as air handling units (AHU's), fans, air conditioners, compressors, condensers, boilers, thermal exchanges, pumps, tanks, fire hydrants, etc., shall be made and kept up-to-date as installed. The list will be reviewed periodically by the NAFI to ensure completeness and accuracy. Partial payment may be withheld at the discretion of the KO for equipment not incorporated in the list. The list shall include on each item as applicable: description, manufacturer, model or catalog number, serial number, input (power voltage, British Thermal Units (BTU's), tons, etc.), size or capacity (tanks) and net inventory costs; any other data necessary to describe item. Final list shall be turned over to the authorized representative of the KO two weeks prior to final inspection. Provide two disks or CDs with the list in Excel or Access format.

## **H-20 EXTENDED WARRANTIES**

In addition to the requirements outlined in "Warranty of Construction" of Section I-34 of this RFP, the Contractor shall provide extended warranties, which run from the time of acceptance for the periods indicated in the various items contained in the "Technical Specifications" of Section C-2 of this RFP.

## **H-21 SCHEDULE OF VALUES FOR INSTALLED FIXTURES AND FURNISHINGS**

**Not Applicable**

## **H-22 OPERATION AND MAINTENANCE DATA**

- A. At least 14 days prior to the final inspection, the Contractor shall prepare and submit to the KO three complete sets of information describing the operation and maintenance of all systems and equipment. The information shall be in 8-1/2 inches x 11 inches three ring binders with durable plastic covers with the words "Operation and Maintenance Manual" and the name and address of the project, Contractor, and architect/engineer(s) neatly and permanently marked on the cover.
- B. Information shall be organized and subdivided in sections on the basis of operation without regard to construction trades, subcontractors, or Specification sections. Each section shall be neatly tabbed and identified for easy reference.
- C. The operation and maintenance manuals shall contain, as a minimum:
  1. Complete list of subcontractors noting applicable Specification section, item of work, subcontractor's name, address, telephone number, and the name of the person to contact.

2. Special instructions for reporting all warranty issues to the appropriate point of contact, whether directly to a subcontractor, the general Contractor or a manufacturer. Following these instructions will in no way void the general or extended warranties afforded under this Contract.
3. Schedule of values of construction work incorporating costs of any change orders.
4. Manufacturer's recommendations for operation and maintenance of all equipment and systems including charts, diagrams, performance curves, catalog data, and maintenance manuals.
5. Manufacturer's recommendations for use and maintenance of all finish materials.
6. Original and one copy of all warranties, guarantees, and bonds.

#### **H-23 SYSTEMS DEMONSTRATION**

- A. Prior to final inspection the Contractor shall demonstrate the operation of each mechanical, electrical, plumbing, communication, equipment and specialties system to the KO and/or his representatives. The Contractor shall also instruct the NAFL, the Morale, Welfare and Recreation (MWR), COR, and the Base Public Works Department (PWD) personnel in the operation, adjustment and maintenance of all equipment and systems using the operation and maintenance manual as the training basis.
- B. Upon completion of the training session, the Contractor shall prepare a certificate indicating the date of instruction, the system or equipment involved, and a statement that the instruction was sufficient to explain the requirements for proper operation and/or maintenance. The certificate shall be signed by the Contractor, the individual providing the instruction, and the NAFL or the MWR, COR, and the PWD personnel receiving the instruction. These certificates shall be submitted to the KO with the Contractor's application for final payment.

#### **H-24 CONTRACTOR PREPARED PROGRESS SCHEDULE**

- A. In accordance with "Schedules for Construction Contracts" of Section I-52 of this RFP, the Contractor shall submit as part of his initial Offer, a critical path progress schedule showing the manner in which he intends to prosecute the work.

- B. Preparation: The progress schedule shall be prepared in the form of time scaled (Gantt Chart) summary network diagram graphically indicating the sequence proposed to accomplish each work operation and appropriate interdependencies between the various activities. The chart shall show the starting and completion dates of all activities on a linear horizontal time scale beginning with the dates of Notice to Proceed and indicating calendar days to completion. Each significant activity in the construction phases of the project shall be represented and a cost for the activity indicated. The sum of the activity costs will total to the Contract amount for the project. The Contractor shall indicate on the chart the important work activities that are critical to the timely overall completion of the project. Key dates for important features or portions of work features are milestone dates and shall be indicated on the chart. Based on this chart, the Contractor shall prepare an earnings time curve ("S" curve) showing the rate of progress in terms of money and percent completion. Schedule progress may not include the value of materials or equipment delivered to the job site but not yet incorporated into the work. This schedule shall be the medium through which the timelessness of the Contractor's construction effort is appraised, and periodic payment estimates are processed pursuant to the Contract Clauses.
- C. The Contractor shall participate in a review and evaluation of the proposed diagram and analysis with the KO. Any revision necessary as a result of this review shall be resubmitted for approval of the KO within ten calendar days after the conference. The approved network and mathematical analysis will then be used by the Contractor for planning, organizing and directing the work, for reporting progress and for requesting payment for work accomplished.
- D. The initial and subsequent update submittal of the progress schedule shall be summarized on one sheet, maximum size of 30 inches x 42 inches.
- E. Failure by the Contractor to maintain adequate progress in accordance with the progress schedule may result in withholding of progress payments, as determined by the KO.

## H-25 BASE ACCESS

- A. Effective 01 October 2010, most Navy installations will be participating in the initiative to increase security and streamline installation access by implementing the RAPIDGate® Program. The patented program, offered by Eid Passport, Inc., will manage installation access for vendors, suppliers, service providers and Contractors. The program is offered as a solution to mitigate the delays expected as a result of recent changes in Department of Defense (DoD) and Commander, Navy Installations Command (CNIC) security directives requiring tighter security

requirements to access Navy installation. RAPIDGate ® Program participants receive a long-term access credential after they pass a background screening process and are approved by the installation. Credentials are electronically scanned and verified by security personnel in a matter of a few seconds. The program includes company enrollment, sponsorship, employee registration, employment status validation, identity authentication, background screening, biometric verification and entry authorization. Contractors who choose not to participate in the program will be required to obtain daily business passes at the pass office. Badges/passes are the property of the Government and shall be displayed as required by the Installation Security Department. When an employee leaves the Contractor's service, the employee's pass and badge shall be returned in accordance with the guidelines of the issuing office.

- B. The Contractor shall obtain temporary base access passes, from Base Security for all vehicles and for all employees involved in the project and requiring access to the site. It is the Contractor's responsibility to meet all DoD, Department of the Navy and local installation access requirements in effect at the time they seek access. Failure to provide vehicles or personnel who meet base access criteria does not represent an excusable delay to Contract schedule nor does it relieve the Contractor of its obligation to meet all Contract deadlines.
- C. Personnel Access: At a minimum all individuals are subject to screening and must be able to comply with the following criteria:
  - 1. All personnel must be either United States citizens or possess proper alien worker documentation;
  - 2. All personnel are subject to screening as registered sex offenders; and
  - 3. All personnel are subject to screening as unacceptable security risks and criminal background checks.
- D. The following documents may be required for in order to obtain a vehicle pass:
  - 1. Valid military or other government issued ID
  - 2. Valid vehicle registration in ID holder's name
  - 3. Driver's license
  - 4. Acceptable proof of insurance

- B. "Key Personnel" are required to be identified with the submittal of an Offer, see "Volume I, Part One, Project Management Plan" of Section L-19-1 of this RFP. This includes (but is not limited to) the following positions:
1. Project Manager (PM)
  2. Chief of Contractor Quality Control
  3. On-site Superintendent
  4. Other individuals as listed by the Offeror in the Offer submitted to the NAFI.
- C. The list of personnel may, with the consent of the KO, be amended from time to time during the course of the Contract to add or delete personnel.

## **H-29 PRODUCTS AND SUBSTITUTIONS**

A. Products:

1. Products in Section C-2 of this RFP are generally specified by ASTM or other referenced standards or by manufacturer's name, model number, or trade name. When specified only by referenced standard, the Contractor may submit for approval any product meeting this standard by any manufacturer.
2. The Offeror has the option of providing the listed product or submitting an equal substitute product. See Part B, "Substitution" of "Products and Substitutions" of Section H-29 of this RFP for approval by the KO as part of his Offer.
3. If a product is listed with the annotation "no substitution", the NAFI has determined that the particular product is the only one that will satisfy the project requirements, and no substitute product will be acceptable.

B. Substitution:

1. A product proposed as an "equal" shall be such that all its salient characteristics conform to those of the listed brand name product. These salient characteristics may include (but are not limited to) design, function, size, quality, durability, color, style, texture, and other attributes which, given the nature of the project, may significantly affect its acceptability as a substitute for the listed product. The final determination as to whether a proposed substitute product is equal and/or acceptable will be made by the KO.



2. Offeror's who propose to provide substitute products shall submit an itemized list of all proposed substitutions with their Offer. This list shall include the name of the listed product, the name and model of the proposed substitution, and the name and address of its manufacturer, and the quantity involved. With this list, provide the following for each proposed substitute item, as applicable:
    - a. Catalog cuts completely describing the product and its physical characteristics
    - b. Performance and test data and Specifications
    - c. Color and/or pattern selections
    - d. Recommended uses
    - e. Installation recommendations
    - f. Maintenance instructions
- C. If no proposed substitutions are included with the Offer, the Offeror shall provide the products listed in this RFP.

**H-30 TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY  
(DD FORM 1354)**

At the completion of this Project, but prior to final acceptance, prepare, under the direction of the KO, an accounting of installed property on DD Form 1354 and other necessary information as required by UFC 1-300-08 and NAVFAC Guidance for the Preparation of DD Form 1354. A draft DD Form 1354 will be included with the Contract documents if required for the work covered by the Contract. Submit Interim DD Form 1354, 42 calendar days prior to Beneficial Occupancy Date (BOD). Submit Final DD Form 1354 at Contract closeout. DD Form 1354 (fillable) in ADOBE (PDF) may be obtained at the following website:

<http://www.dtic.mil/wbs/directives/infomgt/forms/eforms/dd1354.pdf>.

**END OF SECTION H**